REMARKS

This being filed in response the non-final Office Action mailed on April 7, 2009. In that Office Action, claims 1-20 were rejected on prior art grounds. Accordingly, claims 1-20 are currently pending in the application. Claim 18 stands rejected under 35 U.S.C. § 112, second paragraph. Claims 1-19 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Vieweg (U.S. Patent No. 6,611,194) in view of Messina (U.S. Patent Publication No. 2002/0065037). Claim 20 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over Vieweg in view of Messina and Ikeda. Applicants respectfully traverse the rejections for the reasons discussed below.

§ 112 Rejection

Claim 18 stands rejected under 35 U.S.C. § 112, second paragraph as being indefinite for failing to particularly point out and distinctly claim the subject matter which Applicants regard as their invention. More specifically, the Office Action points to the claim elements "means for deactivating", "means for maintaining", and "means for developing" as means plus function limitations that fail to clearly link or associate the disclosed structure, material, or acts to the claimed function and further states that there is no clear link to what means are performing these various actions. Below, Applicants cite examples in the description of corresponding structure, material, or acts. These examples are not intended to limit the meaning or definition of any terms in the claims. Furthermore, it should be appreciated that the provided reference numerals and pages/line numbers are only for exemplary purposes, as other instances and/or embodiments of the claimed elements could appear elsewhere in the application. In general, as is well known to those skilled in the art, the various means plus function elements are carried out via suitable programming of the hardware disclosed in the figures and described in the specification to carry out the particular functions claimed. Suitable programming techniques and the needed hardware are known to those skilled in the art. Support for "means for associating" can be found in Applicants' application on page 12, lines 1-10 and 14-16; Figs. 2-3, Blocks 200, 251, and 310. Support for "means for maintaining" can be found in Applicants' application on page 10, lines 18-21; Fig. 2, Block 256. Support

for "means for deactivating" can be found in Applicants' application on page 15, lines 23-28; Figs. 2-3, Blocks 200 and 330. In view of the above examples, Applicants respectfully request reconsideration and withdrawal of the § 112 rejection.

§ 103 Rejections

As noted in Applicants' last response, Vieweg is directed to a method for inserting a service key in a terminal. Vieweg discloses the retrieval of encrypted service data transmitted to a terminal from a service center via a communication channel. For instance, a terminal contains a decoding key that is placed in the terminal during manufacture. A service center encodes a service key with a coding key and transmits the service key to the terminal. The terminal can then decode the service key with the decoding key and use the service key to decode encrypted data transmitted by the service center.

Vieweg indicates that the service keys can be used to control subscription services. In the background section, Vieweg states that it may be desirable for the service keys to be registered only for a period of time so that they expire in the terminal. Then, Vieweg states in the summary section that his method allows for the insertion of new service keys when a subscription period has expired for a particular service. Other than these two single sentence excerpts, Vieweg appears to be entirely silent on the issue of his service key expiration.

Messina is directed to one-way broadcasting, alternatively described as satellite digital audio radio system (SDARS), such as the system provided by Sirius Satellite Radio of New York, N.Y. In particular, Messina is directed to the lack of interaction between a customer and the satellite-air interface of the system through a back channel, which forces the customer to gain access to the system outside of the vehicle. Messina discloses a one-way broadcasting system 100 having two or more satellites positioned in orbit about the earth so that their antennae can receive and send communication signals 102 and 104. The two or more satellites form part of the satellite-air interface 106, which is connected to a ground station 108. The ground station 108 is connected to a number of

information sources, such as blocks 110, 112 (labeled General Information), blocks 114, 116 (labeled Internet), block 118 (labeled Services), and block 120 (labeled Web Access). Using the above system 100, the customer would need to renew, initiate, and/or cancel his or her radio satellite service by gaining access to the system 100 via an intranet site 114, and internet site 116, a website 120, or by contacting the services department 118 via telephone.[1]

Claim 1 involves a method for managing a vehicle telematics device subscription service cycle at a vehicle telematics device. The method include associating a vehicle telematics device with a vehicle telematics subscription service, maintaining subscription service data at the vehicle telematics device, and deactivating the vehicle telematics device at the vehicle at the expiration of the subscription service based on the subscription service data. The deactivating step comprises placing a communication from the vehicle telematics device and surrendering at least one identification number previously assigned to the vehicle telematics device. While the following arguments are described in relation to claim 1, and independent claims 10 and 18 contain different limitations than claim 1, the arguments are equally valid when applied to those independent claims.

As noted in the last response, Vieweg fails to teach or disclose Applicants' step of deactivating the vehicle telematics device at the vehicle at the expiration of the subscription service based on the subscription service data. To help clarify the distinctions between the claimed subject matter and Vieweg, claim 1 specifies that, in deactivating the telematics device, the method includes placing a communication from the vehicle telematics device and surrendering at least one identification number previously assigned to the vehicle telematics device. As discussed in the application, this communication can be, for example, a call to the service provider (e.g., call center), and this can be done to confirm deactivation and to disassociate the vehicle telematics device from the vehicle telematics device subscription service. The communication can instead (or additionally) be a connection to the wireless carrier service, in which case the

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[1]   Messina, U.S. Patent Application No. 2002/0065037, paragraph 6.

telephone number assigned to the telematics device can be recycled and used for new customers (e.g., for activating another wireless phone or telematics device on the wireless network). Or it could be a telematics unit ID or some other identifier that is surrendered. Deactivation via other communications from the telematics device can possibly be used as well.

With regard to the current rejection, the Office Action fails to show that Vieweg and Messina together disclose or otherwise render obvious any of the following: (1) deactivating the vehicle telematics device; (2) deactivating by placing a communication from the vehicle telematics device; and (3) deactivating by surrendering at least one previously assigned identification number. Each of these will be discussed below.

Vieweg/Messina do not Disclose or Suggest Deactivating a Vehicle Telematics Device

Applicants respectfully submit that expiration of a <u>service</u> due to expiration of the service key is not the same as deactivating a telematics <u>device</u>. Vieweg is preventing access to a <u>service</u> that may be implemented via a telematics device, but it nowhere teaches deactivation of the device itself. Expiration of a service key would amount to deactivating the telematics device <u>only</u> if that device were not used for any other service, and even then might still not be an effective deactivation because, in cellular systems, for example, the telematics device would still be active with the cellular system, and thus still using resources and having the disadvantages noted by Applicants at the end of paragraph [0005] of their published application. In this regard, Applicants note that Vieweg expressly discloses not only that the method can be used in conjunction with a plurality of services (not just one), but also that it can operate in conjunction with a plurality of service providers (see 3 and 4 in his Fig. 2), and Vieweg expressly states at col. 2, lines 46-49, that the terminal can receive keys from a plurality of service centers. Thus, expiration of any one particular key does not necessarily mean that the terminal is deactivated; to the contrary, it would appear that the terminal is specifically <u>not</u> deactivated since it can continue to be used to provide other services or even to receive a new (replacement) service key for the one that expired.

Messina does not make up for this deficiency of Vieweg. The Examiner points to language from Messina that indicates that a customer can use various information sources disclosed therein in combination with a ground station and satellite-air interface to cancel their subscriptions. However, canceling a subscription does not equate to, nor necessarily involve, deactivating a telematics unit. Rather, like the expiration of the service keys disclosed by Vieweg, it merely prevents access to a service, in this case satellite radio service. For instance, Messina teaches a telematics unit 210 to be a radio or something that can provide classic audio functionality.[2] In this sense, the cancellation taught by Messina does not deactivate the radio in the vehicle—it deactivates a customer's access to the satellite radio service. In particular, the telematics device 210 "provide[s] both classical audio functionality (radio controls, volume control, channel choice, presets) and new telematics-enabled functions."[3] After the customer cancels the satellite radio service subscription, the audio functionality of the telematics unit (e.g. the vehicle radio) continues to operate. As a result, the subscription service cancellation taught by Messina does not deactivate the radio or telematics unit of the vehicle.

Vieweg/Messina do not Disclose or Suggest Deactivating by Placing a Communication From the Vehicle Telematics Device

Claim 1 specifies that the deactivation step of that claim is carried out by placing a communication from the vehicle telematics device. This is not disclosed by Vieweg, nor is there any disclosure in that reference that would suggest this limitation. Rather, to the extent that Vieweg's expiration of a service key could be considered deactivation of a service, it does not involve placing any communication from the vehicle. Instead, Vieweg teaches placing a communication for the complete opposite reason; namely, to re-activate; that is, to obtain a new service key that replaces an expired one. And this communication originates from the service center—not the vehicle. Vieweg nowhere teaches or suggests placing any communication for the purpose of deactivating service, much less from a telematics device, as claimed.

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[2]   Messina, paragraph 28.
[3]   Messina, paragraph 28.

In conjunction with this limitation, the Examiner points to Col. 1, line 48, to Col. 2, line 22 of Vieweg for the proposition that communications can be sent from the telematics device to the service center; but this has nothing to do with deactivation. Rather, Vieweg is merely stating that service data and requests can be encrypted and sent from the terminal to the service center once the keys are set up at each end.

In addition, the Office Action fails to adequately explain how the interface taught by Messina would be combined with Vieweg to render obvious Applicants' step of deactivating the vehicle telematics device by placing a communication from a vehicle telematics device. To the contrary, the satellite subscription cancellation identified by the Office Action does not originate from a telematics device, but is sent by the customer from one of the information sources of Fig. 1. Thus, not only does Messina not disclose deactivating anything by placing a communication from a vehicle telematics device, but it does not even teach canceling the satellite subscription by communicating from a vehicle telematics device. In fact, Applicants can only find brief mention of satellite subscription cancellation in Messina; this mention appears to be found in paragraphs 5 and 6. The Office Action relies on paragraph 5 of Messina and argues that:

> Messina, which talks about a telematics application for implementation in conjunction with a satellite broadcast delivery system, **discloses the interface or device being used to send a request for deactivation** (Page 1, paragraph [0005]; teaches that the interface along with the information sources and ground station allow the customer to perform various tasks such as initiate and/or cancel their subscription.[4] (Emphasis added)

However, Messina discloses these interfaces or devices as Internet web access or telephone access and the Office Action fails to adequately establish how the satellite radio subscription cancellation request taught by Messina placed from an Internet site can be implemented at a vehicle. Paragraph 6 describes the interface in more detail, stating that "the customer would need to...cancel his or her radio satellite service by gaining access to the system 100 via an intranet site 114, and Internet site 116, a web site 120, or via contacting a services department 118 via telephone" all of which are taught as

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[4]   Non-final Office Action, April 7, 2009, page 5, lines 6-10.

connected to the ground station 108.[5] The limited disclosure of subscription cancellation teaches doing so via ground-based implements, not via a vehicle telematics device. Nothing in this limited disclosure would suggest placing a communication from a vehicle telematics device, much less doing so for the purpose of deactivating the device.

Vieweg/Messina do not Disclose or Suggest Deactivating by Surrendering at least one Previously Assigned Identification Number

This feature of claim 1 is not disclosed or suggested by Vieweg. Rather, Vieweg merely discloses by brief mention in the summary section that new keys can be provided when a subscription period has expired, but it nowhere discloses or suggests surrendering a previously assigned identification number as a part of deactivating a device. As noted in Applicants' specification, this claimed deactivation process and associated surrendering of a cellular or other identification number can be used in some embodiments to allow inactive devices to be removed from the wireless carrier system, and can also be used to allow re-use of the surrendered number. The terminal identity number discussed in Vieweg is not one that is surrendered upon expiration of a service key; rather, it is the same or similar to a serial number such as an ESN that is permanently associated with the terminal device. See, col. 3, lines 35-38, where Vieweg states that the terminal identity number is provided permanently in the terminal. Moreover, Vieweg does not disclose anything else that would constitute an identification number that is surrendered as a part of deactivating a telematics device. The decoding key is not an identification number, it is a manufacturer-installed key that is presumably permanently stored in the terminal.

The Examiner asserts that expiration of service keys constitutes surrendering of at least one identification number. This is incorrect. First, "surrendering" implies that the identification number is relinquished for re-use. There is no basis for determining that Vieweg teaches relinquishing the keys for re-use. To the contrary, given that the keys are used for security, it would seem antithetical to re-use them since it could create a greater risk of security breach, just like re-using passwords is not advisable. Second, the service

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[5]   Messina, paragraph 6.

keys used by Vieweg are in no way an "identification number" (which Applicants have disclosed as including such things as a telephone number or telematics unit ID number). Vieweg's keys are disclosed as being used for purposes of encryption, nothing more.

Accordingly, Applicants respectfully submit that claim 1 patentably defines over Vieweg in combination with Messina. Claims 2-9 and 19 each ultimately depend from claim 1 and should be allowed therewith. Furthermore, independent claims 10 and 18, while directed to different statutory subject matter, include limitations consistent with those discussed above, and thus should be allowed on the same basis. Claims 11-17 each ultimately depends from claim 10 and should be allowed therewith.

Ikeda Fails to Make Up for the Deficiencies of Vieweg and Messina

Claim 20 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over Vieweg, in view of Messina, and further in view of Ikeda (U.S. Patent Publication No. 2002/0174360). Ikeda involves cars enabled to connect to the Internet.[6] In that regard, the car can access websites located on the Internet to purchase products. But after the purchase, the product manufacturer cannot transmit data related to product after-care services directly to car navigation systems, but is limited to mail, regular or electronic, as a means of contacting the purchaser.[7] Ikeda teaches a service providing system that includes a service server capable of directly providing services to electronic appliances having a unique device ID.[8] The Office Action appears to cite Ikeda only for its disclosure of a navigation ID that can be a telephone number.[9] But the Office Action fails to identify any support in Ikeda that involves deactivating a vehicle telematics device or would make up for the deficiencies of Vieweg and Messina discussed above. On the contrary, Ikeda appears to be directed to increasing the functionality of the electronic appliances by providing a service provider more access and does not provide a reason that would suggest deactivating a telematics device.

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[6]   Ikeda, U.S. Patent Publication No. 2002/0174360, paragraph 3.
[7]   Ikeda, paragraphs 5 and 7.
[8]   Ikeda, paragraph 9.
[9]   Ikeda, paragraph 135; Non-final Office Action, page 10, lines 20-21.

Thus, claim 20 patentably defines over this combination of references.

Conclusion

In view of the foregoing, Applicants respectfully submit that all claims are allowable over the prior art. Reconsideration is therefore requested. The Examiner is invited to telephone the undersigned if doing so would advance prosecution of this case.

The Commissioner is hereby authorized to charge Deposit Account No. 07-0960 for any required fees, or to credit that same deposit account with any overpayment associated with this communication.

Respectfully submitted,

REISING ETHINGTON P.C.

/James D. Stevens/

James D. Stevens
Registration No. 35,691
P.O. Box 4390
Date: July 7, 2009   Troy, Michigan 48099
JDS/ECC   (248) 689-3500